

**BROADBAND ASSESSMENT SERVICES AGREEMENT
(RFP-604202-21/TLR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **MAGELLAN ADVISORS LLC**, duly authorized to conduct business in the State of Florida, whose address is 999 18th Street, Suite 3000, Denver, Colorado 80202, in this Agreement referred to as “CONSULTANT”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide broadband assessment services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and



WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services. COUNTY hereby retains CONSULTANT to provide services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT’s submission in response to this solicitation. This

Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues until final completion of the Project. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

Section 3. Authorization for Services. Authorization for performance of services by CONSULTANT under this Agreement must be in the form of written Purchase Orders issued by COUNTY and executed by COUNTY and CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Compensation. COUNTY shall compensate CONSULTANT for the services provided for under this Agreement on a “Fixed Fee” basis. CONSULTANT will be compensated in accordance with the Contract Pricing attached to this Agreement as Exhibit C.

Section 5. Payment and Billing.

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event will CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONSULTANT when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org



(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Information Services Department
1101 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 6. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount

of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the

terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 7. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 8. Ownership of Documents. All deliverable analysis, reference data, survey data, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.



Section 9. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONSULTANT are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability, and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard

Workers' Compensation policy is required to be the following:


\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00



(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the

performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.



Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.



(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.



(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 28. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Information Services Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONSULTANT:



Magellan Advisors LLC
999 18th Street, Suite 3000
Denver, Colorado 80202

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

MAGELLAN ADVISORS LLC

Witness

Print Name

Witness

Print Name

By: _____
JOHN HONKER, Manager

Date: _____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BP

9/22/21 12/1/21

T:\Users\Legal Secretary CSB\Purchasing 2021\RFP-604202 v2.docx



Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Sample Purchase Order
- Exhibit C – Contract Pricing
- Exhibit D – E-Verify Requirements Compliance

By: _____

MARKLY JEAN-CHARLES, Purchasing
and Contracts Division Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

Part - 1

Broadband Assessment Study Scope of Services

Introduction:

The primary purpose of this solicitation is to provide Seminole County with the information needed to analyze, select, and implement the best solutions to improve broadband connectivity to unserved and underserved communities as defined in the American Rescue Plan Act (ARPA) and any associated federal infrastructure funding legislation. The Seminole County Board of County Commissioners recognizes the value of broadband services and is seeking to ensure the availability of service for all citizens by leveraging external funding sources and opportunities to improve broadband across the entire county.

The County recognizes the goal of improving access to broadband services may require a mix of technologies and phased build-out plans. It is also understood that there are a variety of models that could be used to improve access, and while the County is open to all options from a learning perspective, it appears that the most cost effective and efficient option would be to leverage current providers and commercially available solutions through one-time investments; only considering a public utility option when no other options exist.

Flexibility, ingenuity, and innovation along with a cohesiveness in design will be necessary to reach the goal of digitally connecting the County's entities through an effective, next-generation network.

General Community and Project Information:

Seminole County is in Central Florida and has a population of 470,856 with the county seat located in the city of Sanford. The average population density is 1,368.7 persons per square mile. The average rural population density is 89 persons per square mile. There are 2609 miles of roads located within Seminole County. A map of the county is attached.

Scope of Services:

The project area for the Broadband Assessment Study is the entirety of Seminole County. The Broadband Expansion Committee will be administering the project and serve as the local point of contact. Proposer attendance will be necessary at select Committee and Board of County Commissioners' meetings milestone presentations and additional engagement, as necessary. The proposed scope of services to be provided by Proposer shall include, but not be limited to, the elements defined in this RFP. This is a guide to prospective Proposers, and Proposer creativity with respect to approaches for strengthening the planning process is encouraged. The County expects a Broadband Assessment Study tailored to meet the specific needs and unique characteristics of Seminole County.

Anticipated Project Tasks:

1. Research, evaluate, and baseline the current usage, needs, and supply of broadband communications assets, products, and services in the County. Identify unserved, under-served, and served areas through a range of efforts and methodologies.

2. Assess the County's current state of broadband access availability in relation to the baseline service identified in ARPA and any associated federal infrastructure funding legislation and identify gaps in broadband availability.
3. Assess the potential construction and operational relationships with any public, private, and membership-owned companies in the service area and with publicly and privately funded networks as suitable for interconnection.
4. Determine the economic and community impact of broadband issues within Seminole County. This should include an evaluation of key issues limiting broadband expansion and a phased, prioritized approach to broadband expansion.
5. Evaluate the current and future demand, market, and availability of broadband products and services in Seminole County by geographic area showing gaps in coverage and affordability.
6. Evaluate and map current levels of cellular coverage within the County. Identify and prioritize ways to increase cellular coverage and quality throughout Seminole County as a means to improve broadband access.
7. Provide strategic guidance in the planning of a broadband connectivity project that can be implemented cost-effectively and quickly, maximizing the use of available State and federal funds.
8. Provide a completed Engineering and Assessment report as needed that offers multiple potential recommendations relative to mechanisms for high-speed internet service delivery including suggested infrastructure and backhaul routes for each recommendation. Recommendations should favor enhancing current providers versus developing new organizations.
9. Provide an evaluation of the telecommunications environment detailing the location of facilities, types of services, pricing, availability, and limitations. Identify potential areas for partnership between the County and incumbent providers.
 - Identify potential wired network routes and interconnected points as well as potential tower site recommendations to support and maximize coverage.
10. Identify potential funding sources and provide strong justification for funding to serve as the basis for a grant/loan application to support project implementation.
 - Ensure the approach is consistent with ARPA guidelines as well as those of any associated federal infrastructure funding legislation as well as any current and proposed legislation.
 - Maximize the use of federal and State funding sources.
11. Develop an action plan for improving broadband availability.
 - Develop options the County can pursue to improve broadband availability. These options should detail the estimated cost, funding source (ARPA/current external funding source/ proposed legislation/general fund), timeline, benefits, citizens served, risk, and incremental steps for implementation.
 - Multiple options must be developed and ranked by the Proposer to allow the County to determine the best path forward.

12. Support the County through its decision process.
13. Provide reports in easy to understand terms to facilitate clarity with decision makers and constituents.

Broadband Assessment Deliverables:

This section outlines the study and report requirements

Section A – Current assessment and market demand.

1. Review of the environment:
 - a. Complete an inventory of existing fiber networks within the county, including ownership and availability for use by other network providers;
 - b. Provide an overview of current broadband providers' services, pricing strategies, and coverage area. To the extent possible, determine and analyze the investment and deployment plans of incumbent providers;
 - c. Map the location of existing fiber and broadband-related electronics and available broadband speeds available by the provider. This information should be provided in a format usable by the County GIS systems (ESRI ArcGIS);
 - d. Provide an assessment of the locations within Seminole County that are unserved or underserved as defined by ARPA and any associated federal infrastructure funding legislation; and
 - e. Provide an assessment of the services available to existing and prospective businesses and how gaps in service may impact the County's economic development efforts.

Section B – Technology options.

1. Determine the best technology path for Seminole County:
 - a. What are the broadband capacities and considerations necessary now and in the future that will enable the County to bridge the digital divide and be economically competitive? Ensure that capacities are consistent with ARPA and any associated federal infrastructure funding legislation requirements.
 - b. Identify technologies can provide broadband services at those speeds;
 - c. Identify the technologies best suited to the various areas of the county based on geography and demographics; and
 - d. Outline opportunities to enhance civic life and critical infrastructure through a protected network that would connect businesses and anchor institutions such as schools, libraries, hospitals, public safety, cities, institutions of higher education, and community support organizations.
2. Options for service provisions to include:
 - a. Mix of technologies and phased build-out plans with multiple platforms that are scalable.
 - b. Options should include scenarios using what already exists within the County consistent with the minimum broadband standard as defined by ARPA and any associated federal infrastructure funding legislation.
 - c. Provide business models and pro forma including but not be limited to:
 - i. Building on existing networks: Options to combine or collaborate with existing providers to provide middle and last-mile coverage to the underserved and unserved, with special emphasis on leveraging

- ARPA/CAF and other associated federal infrastructure funding legislation dollars. This is the preferred approach.
- ii. Creating new networks only if existing services and networks are not available; and
 - iii. Other options that might involve multiple local entities or other scenarios as the Proposer deems appropriate.
3. Conduct pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for adoption. These studies should adhere to the project requirements as defined in the Coronavirus State and Local Fiscal Recovery Funds, Compliance, and Reporting Guidance document issued by the U.S. Department of the Treasury, and guidance related to associated federal infrastructure funding legislation.
 - a. Include an assessment of all available mainstream high-speed technologies either alone or in combination. All technologies, parts, materials, and services proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts);
 - b. Define the proposed service area and high-level design to provide the greatest coverage; and
 - c. Use algorithmic tools to combine the map data with historical cost data to provide an estimated cost to offer scalable broadband service for all options identified. Costs should calculate by service area, and be all-inclusive of any design, initial configuration, and installation costs.

Section C – Partnership options:

1. Provide examples of prospective partners with a brief summary of how each relationship would function; and
2. Identify which sectors, groups, and individuals may help achieve the County's broadband goals. Highlight synergies and sharing opportunities that exist with providers and customers to include but not be limited to:
 - i) ISP Providers, Telecoms, Cooperatives, Statewide telecom networks, Government entities, NGO's (e.g. Florida Association of Counties), K-12 and higher education, including library systems, Healthcare providers, and the industry and business community.

Section D – Financing and Legal Considerations

1. Provide financing options to include, but not limited to State and federal funding, public/private partnerships, revenue bonds, and others where appropriate.
2. Provide an assessment of legal requirements, risks, and regulations relevant to the options identified; and
3. Prepare financial projections for at least two project scenarios as selected by the Broadband Expansion Committee.

Optional Services:

Upon completion of the Broadband Assessment Study, the County may engage the Proposer to provide support for the implementation of the recommendations through any or all of the following services:

1. Provide direct support in facilitating and negotiating agreements with existing providers.
2. Plan, coordinate, and manage projects and efforts that result from provider agreements.
3. Develop and/or manage requests for proposals and construction contracts in circumstances where partnerships with existing providers are not the preferred option.

4. Provide technical support to the County's grant management efforts so that all available external funding sources are effectively utilized.

The Proposer must describe what their approach would be to these optional services, including required resources and an anticipated timeline.

REQUEST FOR PROPOSALS

The following are to be considered the minimal required content of the Proposal. Limit the Proposal to 35 pages.

1. Provide a restatement of the study goals and objectives and describe the project tasks to demonstrate an understanding of and anticipated approach to this project. *Reference the Deliverable Requirements: Sections A – D in the responses.*
2. Provide information describing the Proposer's background and experience in the following areas:
 - a) Network: Outline the direct knowledge and experience the Proposer's team has regarding broadband solutions including but not limited to the following:
 - i) The assessment, planning, design, and implementation of high-speed broadband networks.
 - ii) Fiber backbone network design.
 - iii) Wireless network design.
 - iv) Wireless propagation studies.
 - v) Knowledge and experience with FCC rules and regulations pertaining to broadband spectrum, broadband technology, and the installation of broadband systems; and
 - vi) Tower planning, construction, and installation
 - b) Financial: Describe the direct experience and knowledge the Proposer's team has creating and analyzing financial plans and models including capital requirements, operational pro formas, and financing options.
 - c) Regulatory/Legal: Describe any direct experience and knowledge the Proposer's team has in analyzing and interpreting the regulatory and legal landscape and providing analysis and guidance on these issues as they pertain to the various options contained in the Proposal.
 - d) Services: Describe any direct experience and knowledge the Proposer's team has in providing community and business community analysis and guidance surrounding broadband services.
 - e) Project Management: Outline the Proposer's direct knowledge and experience with structured project management.
 - f) Partnerships: Share the Proposer's experience in working with state and local governments and public-private sector collaborations.
3. Detailed work plan to include:
 - a) Tasks to be accomplished and the budget hours to be expended for each task and subtask. (This will be used as a work plan and managing tool for the basis of invoicing.);
 - b) Project timeline with deliverables and key milestones.
 - c) Specifics regarding local involvement and services required to complete the project. A minimum of three (3) status meetings with the Broadband Expansion Committee are to be contained in the work plan in addition to any data collection or input/review meetings.
 - d) An outline the proposed project management approach to execute this project and identify individual(s) responsible for the various areas in the outline.

- e) Identify areas of risk for the project based on the proposed detailed work plan and schedule for all aspects of the project including but not limited to financial, construction, legal, product availability, environmental and archaeological.
- f) Provide detailed cost estimate for the study, including known project expenses; professional hourly rates and multipliers; and estimated service/task hours with a "Not to Exceed" cap. Other ancillary expenses related to the completion of the study will be discussed on a case-by-case basis. Include anticipated costs and rates for the identified Optional Service; and
Anticipated methods to ensure coordination with the Broadband Expansion Committee

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S
H
I
P** T
O



SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656

**V
E
N
D
O
R**

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	
---	--	---------------------	--

PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

**Part - 4
Price Proposal**

RFP-604202-210/TLR – SC BROADBAND ASSESSMENT

Name of Proposer: Magellan Advisors

Mailing Address: 999 18th Street, Suite 3000

City/State/Zip: Denver, CO 80202

Phone Number: (888) 960-5299 FAX Number: (_____) _____

E-Mail Address: cviolette@magellan-advisors.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. ____ through ____, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

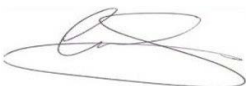
The Total Fixed Fee shall include all costs associated with providing all services as stated in the Scope of Services (*excluding optional services*), including, but not limited to General Administrative Overhead, Fringe and benefits, Profit, Travel and Reimbursable Expenses, Equipment and related items, all cost associated with work.

TOTAL FIXED COST OF SERVICES: \$ 169,275

Optional Services: \$ Included
May or may not be a consideration after award

- a) Direct Support in facilitating & negotiating agreement(s) with existing providers: \$ _____
- b) Plan, coordinate and manage projects & efforts resulting from provider agreements: \$ _____
- c) Assist with scope development \$ _____
- d) Technical support to County's grant management efforts \$ _____

Courtney Violette
(Printed name of person signing FORM)


(Signature of person signing FORM)

Pricing

The total cost to Seminole County is \$169,275 and includes all work to be completed by Magellan as stated in this proposal. Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses will be billed as with approval from Seminole County. Magellan will bill monthly for five (5) equal installments of \$33,855 per month. Invoices are payable on net 30 terms from the date of invoice.

Task/Description	Hours	Cost
Research, evaluate, and baseline the current usage, needs, and broadband supply	125	\$23,125
Assess the County's current state of broadband access availability in relation to the baseline	100	\$18,500
Assess the implementation and operational relationships within the service area	80	\$14,800
Determine the economic and community impact of broadband issues within the County	50	\$9,250
Evaluate current and future demand, market, and availability of broadband products	70	\$12,950
Evaluate levels of cellular coverage with the County	60	\$11,100
Provide guidance in the planning for a broadband connectivity project	50	\$9,250
Provide an assessment report that offers multiple options for high-speed internet service for the County	115	\$21,275
Evaluation of the telecommunications environment	60	\$11,100
Identify potential funding sources	65	\$12,025
Develop an action plan for improving broadband availability	50	\$9,250
Support the County through its decision process	40	\$7,400
Provide reports to clarify with decision makers and constituents	50	\$9,250
Total Cost		\$169,275

Agreement Name: Broadband Assessment Services

Agreement Number: RFP-604202-21/TLR

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604202-21/TLR are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____
Print/Type Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____